

SECTION I: INVITATION FOR BIDS

ZNCB/MTC/2009/02: TENDER FOR PROVISION OF SECURITY SERVICES TO ZAMBIA NATIONAL COMMERCIAL BANK PLC's COMMERCIAL AND RESIDENTIAL PROPERTIES ON A RUNNING CONTRACT

The Zambia National Commercial Bank Plc hereby invites sealed bids from eligible bidders for the provision of Security services to the Zambia National Commercial Bank Plc at commercial and residential properties for the period 1st January, 2010 to 31st December 2011.

Bidders may obtain further information from and inspect the bidding documents at the Zambia National Commercial Bank Plc Head Office, 4th floor, Cairo Road, P.O. Box 33611 Lusaka, Zambia. The telephone numbers are (260) (01) 221091/221360/2 and the fax No. is 260 (01) 238879. The bidding document can also be accessed on the Zambia National Commercial Bank Plc website: www.zanaco.co.zm. **HOWEVER, ELECTRONIC OR TELEFAX BIDS WILL NOT BE ACCEPTED.**

A complete set of bidding documents may be purchased by eligible bidders from the Zambia National Commercial Bank Plc Head Office, 14th floor, P.O Box 33611, Lusaka upon payment of a non-refundable fee of K500, 000.00 or its equivalent in any freely convertible currency at the prevailing exchange rate, in cash or by bank certified cheque.

The bids must be deposited in the Tender Box situated on the 14th floor, Zambia National Commercial Bank Plc Head Office, Cairo Road, Lusaka on or before **30th October, 2009 at 15:00 hours local time** and must be accompanied by a bid security of not less than K15, 000,000.00 duly signed and sealed by the Guarantor(s).

The closing date for the receipt of bids is **30th October, 2009 at 15:00 hours local time** and any bid received after the time and date stipulated above will not be accepted. The bids will be opened soon after closing in the conference Room on the 14th floor, Zambia National Commercial Bank Plc, Head-Office in the presence of bidders or their representatives who choose to attend.

Mwenya Chitalu
Head-Procurement
ZAMBIA NATIONAL COMMERCIAL BANK Plc

SECTION II. INSTRUCTIONS TO BIDDERS

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A. General

1. **Scope of Bid**
 - 1.1 The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data.
 - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.

2. **Source of Funds**
 - 2.1 Zambia National Commercial Bank Plc has allocated funds towards the provision of Security services on a 24 months contract.

3. **Eligible Bidders**
 - 3.1 This Invitation for Bids is open to all security firms in Zambia.
 - 3.2 All bidders shall provide in Section III, Forms of Bid and Qualification Information, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by Zambia National Commercial Bank plc to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
 - 3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, and operate under commercial law.
 - 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Zambia National Commercial Bank Plc in accordance with ITB clause 37.1.
 - 3.5 The Contractor shall submit the following reports:
 - Monthly guard deployment;
 - Daily situation report (as and when there is an incident);
 - Quarterly operation report.

4. **Qualification of the Bidder**
 - 4.1 All bidders shall provide in Section III, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - 4.2 All bidders shall include the following information and documents with their bids in Section III, unless otherwise stated in the Bidding Data:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

- (b) total monetary value of Services performed for each of the last five years;
 - (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - (d) list of major items of equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Bidder, such as profit and loss statements or auditor's reports for the past two years;
 - (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) authority to the ZNCB Plc to seek references from the Bidder's bankers;
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 4.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the Bidding Data:
- (a) the Bid shall include all the information listed in Sub-Clause 4.2 above for each joint venture partner;
 - (b) the Bid shall be signed so as to be legally binding on all partners;
 - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
 - (d) one of the partners shall be nominated as being in charge, authorized to

- incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

4.4 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount specified in the Bidding Data;
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) and names and addresses of clients who may be contacted for further information;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the Bidding Data;
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the Bidding Data.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

4.5 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Bidding Data.

4.6 To qualify for a package of contracts made up of this and other contracts for which bids are invited in the IFB to form a package will; so indicate in the bid together with any discounts offered for the award of more than one contract.

5. One Bid per Bidder

5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or

requested) will cause all the proposals with the Bidder's participation to be disqualified.

- 6. Cost of Bidding** 6.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid, and the Employer will in no case be responsible or liable for those costs.
- 7. Site Visit** 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 8. Content of Bidding Documents** 8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 10:
- | | | |
|---------|-----|--------------------------------------------|
| Section | II | Instructions to Bidders |
| | III | Forms of Bid and Qualification Information |
| | IV | General Conditions of Contract |
| | V | Special Conditions of Contract |
| | VI | Schedule of Requirements |
| | VII | Forms of Securities |
- 8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and VIII should be completed and returned with the Bid in the number of copies specified in the Bidding Data.
- 9. Clarification of Bidding Documents** 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 10. Amendment of Bidding Documents** 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

C. Preparation of Bids

11. Language of Bid

- 11.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bidding Data. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data, in which case, for purposes of interpretation of the Bid, the translation shall govern.

12. Documents Comprising the Bid

- 12.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security;
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as specified in the Bidding Data.

- 12.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

13. Bid Prices

- 13.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VI, based on the priced Activity Schedule submitted by the Bidder.
- 13.2 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), Section VI. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 13.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 14 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 13.4 If provided for in the Bidding Data, the rates and prices quoted by the Bidder

shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

14. Currencies of Bid and Payment

14.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:

(a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise specified in the Bidding Data; and

(b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.

14.2 The rates of exchange to be used by the Bidder in arriving at the local currency equivalent and the amounts mentioned in para. 14.1 above shall be the selling rates for similar transactions established by the authority specified in the Bidding Data prevailing on the date 14 days prior to the latest deadline for submission of bids.

14.3 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

14.4 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the Special Conditions of Contract are reasonable and responsive to Sub-Clause 14.1.

15. Bid Validity

15.1 Bids shall remain valid for the period specified in the Bidding Data.

15.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 16 in all respects.

15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign

currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

16. Bid Security

- 16.1 The Bidder shall furnish, as part of the Bid, a Bid Security in local currency or in a freely convertible currency, in the amount specified in the Bidding Data.
- 16.2 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, shall be in accordance with the form of Bid Security included in Section IX or another form acceptable to the Employer, and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
 - (b) a cashier's or certified check.
- 16.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer. The Bid Security of a joint venture must define as "bidder" all joint venture partners and list them in the following manner: a joint venture consisting of " _____," " _____," and " _____".
- 16.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 15.1.
- 16.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.
- 16.6 The Bid Security may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 27; or
 - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Contract; or
 - (ii) furnish the required Performance Security.

17. Alternative

- 17.1 Bidders shall submit offers that comply with the requirements of the bidding

Proposals by Bidders

documents, as indicated in the Specifications (or Terms of Reference) and Drawings, Sections VI and VII. Alternatives will not be considered, unless specifically allowed in the Bidding Data. If so allowed, Sub-Clause 17.2 shall govern.

17.2 If so allowed in the Bidding Data, bidders wishing to offer technical alternatives to the requirements of the bidding documents must also submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18. Format and Signing of Bid

18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the Bidding Data, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.2(a) or 4.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

19. Sealing and Marking of Bids

19.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

19.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address provided in the Bidding Data;

- (b) bear the name and identification number of the Contract as defined in the Bidding Data and Special Conditions of Contract; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 21.

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

20. Deadline for Submission of Bids

20.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid received by the Employer after the deadline prescribed in Clause 20 will be returned unopened to the Bidder.

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 20.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

22.3 No Bid may be modified after the deadline for submission of Bids.

22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to Clause 16.

22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

23. Bid Opening

- 23.1 The Employer will open the bids, including modifications made pursuant to Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place specified in the Bidding Data.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened.
- 23.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to clause 21; Bids, and modifications, sent pursuant to clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 23.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.3.

24. Process to Be Confidential

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 24.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

25. Clarification of Bids

- 25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 27.
- 25.2 Subject to clause 25.1, no bidder shall contact the employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

26. Examination of Bids and Determination of Responsiveness

26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

27. Correction of Errors

27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 16.6(b).

28. Currency for Bid Evaluation

28.1 To facilitate evaluation and comparison of Bids, the Employer will convert all bid prices expressed in the amounts in various currencies in which the bid price are payable to the currency of the Employer's country at the selling exchange rates prescribed in Sub-Clause 14.2.

29. Evaluation and Comparison of Bids

29.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 26.

29.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to Clause 27;
- (b) excluding provisional sums and the provision, if any, for contingencies

in the Activity Schedule, but including Day work, when requested in the Specifications (or Terms of Reference) Section VI;

- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with Clause 17; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 22.5.

29.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

29.4 The estimated effect of any price adjustment conditions under Clause 6.6 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

30. Preference for Domestic Bidders

30.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

31. Award Criteria

31.1 Subject to Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3, and (b) qualified in accordance with the provisions of Clause 4.

31.2 If, pursuant to Clause 12.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

32. Employer’s Right to Accept any Bid and to Reject any or all Bids

32.1 Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

33. Notification of Award and Signing of

33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of

Agreement

Acceptance”) will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

33.2 The notification of award will constitute the formation of the Contract.

33.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 34.

33.4 Upon fulfillment of Sub-Clause 33.3, the Employer will promptly notify the unsuccessful bidders the name of the winning bidder and that their bid security will be returned as promptly as possible.

33.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful bidder.

34. Performance Security

34.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

34.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.

34.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.

34.4 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

35. Advance Payment and Security

35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount stated in the Bidding Data.

36. Adjudicator

36.1 The Employer proposes the person named in the Bidding Data to be appointed as Adjudicator under the Contract, at an hourly fee specified in the Bidding Data, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

37. Corrupt or Fraudulent Practices

37.1 Zambia National Commercial Bank Plc (ZNCB Plc) requires that Bidders/Suppliers/Contractors under ZNCB Plc financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ZNCB Plc:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of ZNCB Plc, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive ZNCB Plc of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a ZNCB Plc-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a ZNCB Plc-financed contract.

37.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

G. Bidding Data

This section should be filled out by the Employer before issuance of the bidding documents
The insertions should correspond to the information provided in the Invitation for Bids

Instructions to Bidders Clause Reference

- (1.1) The Employer is *[Zambia National Commercial Bank Plc]*
- The name and identification number of the Contract is *[ZNCB/MTC/2009/02 - Tender for the Provision of Security Services to the Zambia National Commercial Bank Plc's Commercial and Residential Properties on a Running Contract]*
- (1.2) The Intended Completion date is *[Contract will run for 24 months] and may be extended at the discretion of the Bank with consent of the successful bidder.*
- The Project is *[-Tender for the Provision of Security Services to Zambia National Commercial Bank Plc's Commercial and Residential Properties on a Running Contract].*
- (4.2) The information required from bidders in Sub-Clause 4.2 is modified as follows:
- (a) All Suppliers of Security Services shall be required to have experience of not less than five years in the provision of Security services. List of current and previous clients must be provided. Inspection of the premises, equipment and/or vehicles may be undertaken at the discretion of the employer.
- (4.3) The qualification data required from bidders in Sub-Clause 4.3 are modified as follows:
- NONE***
- (4.4) The qualification criteria in Sub-Clause 4.4 are modified as follows: *["none"]*.
- (4.4a) The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be *[N/A]*.
- (4.4b) The experience required to be demonstrated by the Bidder should include as a minimum –have executed during the last three 3 years the following:
Service provider should have had at least two (2) similar contracts with any commercial institution.
- (4.4c) 1) The essential equipment to be made available for the Contract by the successful Bidder shall be - confirm ***ability to provide Security services by 1st January, 2010.***
- (4.4d) Relevant qualifications and experience of key management personnel.
- (4.4e) The minimum amount of liquid assets and/or credit facilities net of other contractual

commitments of the successful Bidder shall be *[NONE]*

- 7
**(8.2) and
(18.1)** Pre-bid Meeting: To be held onN/A.
The number of copies of the Bid to be completed and returned shall be *[1no. Original and 4no. copies]*.
- (13.4)** The price quoted shall be fixed during the validity period of the contract. Annual reviews may be allowed where bidder has provided enough justification acceptable to the Bank. Where the bidder applies for a price adjustment, the Authority may award a price adjustment or terminate the contract and invite a fresh tender.
- (11.1)** Language of the bid: *["English"]*
- (14.1)** All bids shall be quoted in Zambian Kwacha.
- (14.2)** The date of the exchange rate is *[N/A]*.
- The authority for establishing the rates of exchange shall be *[N/A]*.
- (15.1)** The period of Bid validity shall be *[90 days]* days after the deadline for Bid submission specified in the Bidding Data.
- (16.1)** The amount of Bid Security shall be K15, 000,000.00 *(Ten million Kwacha)* or an equivalent amount in a freely convertible currency.
- (17.0)** Alternative proposals to the requirements of the bidding documents *["will not,"]* be permitted with respect to this tender./.
- (19.2)** The Employer's address for the purpose of Bid submission is :
- The Managing Director
Zambia National Commercial Bank Plc
Head Office
P.O.Box 33611
LUSAKA
Tel:221174/221418
Fax:223077
- For identification of the bid the envelopes should indicate:
Contract: *[Tender for the Provision of Security Services at Zambia National Commercial Bank Plc's Commercial and Residential Properties on a Running Contract]*
Bid / Contract Number: *[ZNCB/MTC/2009/02]*
- (20.1)** The deadline for submission of bids shall be *(30th October, 2009; At 15:00 hours local time)*.
- (23.1)** Time, date, and place for bid opening: 15.00 Hours Zambian time on 30th October, 2009 in the Conference Room at Zambia National Commercial Bank Plc Head Office,

14th floor, Lusaka, Zambia.

- (31) Award shall be on ability and price offered. Percentage for quantity increase or decrease: On Discretion of the Bank.
- (34.0) The Performance Security acceptable to the Employer shall be N/A.
- (35.1) The Advance Payment shall be of *[N/A-]* percent of the Contract Price.

- (36.1) The Adjudicator proposed by the Employer is *[To be Agreed]*. The hourly fee for this proposed Adjudicator shall be *[To be Agreed]*.

Section III. Forms of Bid, Qualification Information, Letter of Acceptance, and Contract

Service Provider's Bid

[date]

To: [name and address of Employer]

Having examined the bidding documents including addendum, we offer to execute the [name and identification number of Contract] in accordance with the General Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the rate(s) of: _____, VAT inclusive.

We are (accept/do not accept) payment to be made upon production of invoices monthly.

The advance payment required is:

Amount	Currency
(a) N/A	N/A
(b)	

We accept the appointment of [name proposed in Bidding Data] as the Adjudicator.

[or]

We do not accept the appointment of [name proposed in Bidding Data] as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
(if none, state "none")	_____	_____

Authorized Signature: _____

Name and Title of Signatory: _____
Name of Bidder: _____
Address: _____

Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified in the Bidding Data: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three (3) years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to Sub-Clause 4.3(c) of the Instructions to Bidders.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to Sub-Clause 4.3(e) of the Instructions to Bidders and Sub-Clause 9.1 of the Conditions of Contract.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 Proposed subcontracts and firms involved. Refer to Clause 7 of Conditions of Contract.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB clause 3 of the bidding documents.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of Sub-Clause 3.2 of the Instructions to Bidders.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the Bidding Data and to fulfill the requirements of Sub-Clause 4.1 of the Instructions to Bidders, if applicable.

Letter of Acceptance
[letterhead paper of the Employer]

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 36.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Providers’ obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a rate of _____ /30ton/km;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The Service Provider’s Bid
 - (d) The Priced Activity Schedule
 - (e) The Specifications
 - (f) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*
 - Letter of acceptance
 - Notice to proceed
 - Service Provider’s Bid

PERFORMANCE INCENTIVE COMPENSATION APPENDIX

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

- (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: *If the Service Provider consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Section IV. General Conditions of Contract

1. General Provisions

1.1

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

Definitions

- (a) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Clauses ___ and ___ hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (e) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (f) “Employer” means the party who employs the Service Provider
- (g) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (h) “GCC” means these General Conditions of Contract;
- (i) “Government” means the Government of the Employer’s country;
- (j) “Local Currency” means the currency of the country of the Employer;
- (k) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (l) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (m) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (n) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (o) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer

- (p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (q) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (r) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (s) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2 The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise specified in the Special Conditions of Contract (SCC).

Applicable Law

1.3 Language This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.

1.5 Location The Services shall be performed at such locations as are specified in Annexure D, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.

1.6 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.

Authorized Representatives

1.7 The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.

Inspection and Audit by the Bank

1.8 Taxes and Duties The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1** This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.
- Effectiveness of Contract**
- 2.2** **Commencement of Services** 1st October 2007
- 2.2.1** **Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2** **Starting Date** The Service Provider shall start carrying out the Services on 1st October,2007 or at such other date as may be specified in the SCC.
- 2.3** **Intended Completion Date** Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4** **Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of ZNCB Plc , as the case may be, has been obtained.
- 2.5** **Force Majeure**
- 2.5.1** **Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2** **No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the

occurrence of such an event.

**2.5.3
Extension
of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.4
Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6

Termination

**2.6.1 By the
Employer**

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause 2.6.1 and sixty (60) days' in the case of the event referred to in (g):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider/s, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the selection process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- (e) if the Service Provider does not maintain a Performance Security in

accordance with Clause 3.9;

- (f) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the SCC.;
- (g) if the Employer, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Providers shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Providers shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

[Define here principle and modalities of Inspection]

3.2 Conflict of Interests

3.2.1 Service The remuneration of the Service Providers pursuant to Clause 6 shall constitute

Provider Not to Benefit from Commissions and Discounts. the Service Providers' sole remuneration in connection with this Contract or the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Providers shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project The Service Providers agree that, during the term of this Contract and after its termination, the Service Providers and their affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities Neither the Service Providers nor their Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Providers The Service Providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Providers' Actions Requiring The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,

Employer's Prior Approval

- (b) changing the Program of activities; and
- (c) any other action that may be specified in the SCC.

3.6 Reporting Obligations

The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7**Documents Prepared by the Service Providers to Be the Property of the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Providers may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.

3.8. Liquidated Damages

If the Supplier fails to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the percentage **specified in SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 2.6.

4. Service Providers Personnel**4.1 General**

The Supplier shall employ and provide qualified and experienced Personnel required carrying out the Services.

4.2 Description of Personnel

The Supplier is required to state the title, agreed job description, minimum qualification and estimated period of engagement in carrying out of the Services of each of the Supplier's Key Personnel.

5. Obligations of Employer**5.1**

The Employer shall use its best efforts to ensure that the Bank shall provide the Service Provider such assistance and exemptions as specified in the SCC.

Assistance and Exemptions

5.2 Change in the Applicable Law If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities The Employer shall make the premises available to the Service Provider.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3 .

6.2 (a) The price payable in local currency is set forth in the SCC.

Contract Price (b) The price payable in foreign currency is set forth in the SCC.

6.3 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

Payment for Additional Services, and Performance Incentive Compensation 6.3.2 *[OPTIONAL]*: The service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment Payments will be made to the Service Provider and according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC (N/A)

6.6 Price 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate,

Adjustment

after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1

Identifying Defects

The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect liability period is as defined in Special Conditions of Contract.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected..
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8 .

8. Settlement of Disputes

8.1

Amicable Settlement 8.2 Dispute Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate specified in the Bidding Data and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to

arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place shown in the SCC.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

8.3 In the event that ZNCB Plc suspends payments to the Service Provider are being made:

[a] The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the Bank's suspension notice.

[b] If the Service Provider has not received sums due to it upon the expiration of the 28 days for payment provided for in sub- Clause....., the Service Provider may immediately issue a 14 day termination notice.

Section V. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in [Zambia].”
1.1(a)	The Adjudicator is <i>[To be appointed]</i>
1.1(g)	The Employer is <i>[ZNCB Plc]</i>
1.1(l)	The Member in Charge is <i>[name of Member Leader of the Joint Venture].]</i>
1.1(p)	The Service Provider is <i>[insert name]</i>
1.2	The Applicable Law is: <i>[Zambia]</i>
1.3	The language is <i>[English].</i>
1.4	<p>The addresses are:</p> <p>The Managing Director Zambia National Commercial Bank Plc Head Office P.O.Box 33611 LUSAKA Tel:221174/221418 Fax:223077 Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: The Head-Administration, ZNCB Plc</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is <i>[Upon signing of Contract by both parties].</i>
2.2.2	The Starting Date for the commencement of Services is <i>[upon contract signing].]</i>
2.3	The Intended Completion Date is <i>[24 Months from the date of signing contract].</i>
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle YES</p> <p>(ii) Third Party liability YES</p> <p>(iii) Employer’s liability and workers’ compensation NO</p>

(iv) Professional liability **NO**

(v) Loss or damage to equipment and property **YES**

3.5

The Contractor shall submit the following reports:

- Monthly guard deployment;
- Daily situation report (as and when there is an incident);
- Quarterly operation report.

3.8

The liquidated damages rate is *[0.05 percent]* of the contract price for unperformed Services for each week or part thereof of delay until actual delivery or performance.

The maximum amount of liquidated damages for the whole contract is *[Shall not exceed 10% of the total contract amount]*.

The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty/(ies) is *[Not Applicable]*

The Defects Liability Period is *[Not Applicable]*.

5.1

List here any assistance or exemptions that the Employer may provide under Clause 5.1. Assistance will be provided where need arises

6.2(a)

The amount in local currency is *[insert amount and currency]*.

6.2(b)

The amount in foreign currency or currencies is *[insert amount and currency]*.

6.4

Payments shall be made according to the following schedule:

- 100% payment 30 days upon production of certified invoices by the ZNCB Plc personnel ,
 - i) *Payments shall be upon receipt of certified invoices payable not later than 30 days after submission of the certified invoice;*
 - ii) *Reports shall be submitted on the services or products delivered;*
 - iii) *The report shall be submitted together with the invoices;*
 - iv) *Any other relevant information shall be provided.*

6.5

Payment shall be made within *[30]* days of receipt of the invoice and the relevant documents specified in Clause 6.4.

The interest rate is *[Not Applicable]*.

6.6

Price adjustment is **not to be applicable** in accordance with Clause 6.6.

The coefficients for adjustment of prices are *[The sum of the two coefficients A_c , B_c and C_c should be 1 (one) in the formula for each currency].:*

(a) For local currency:

A_L is [insert value]

B_L is [insert value]

C_L is [insert value]

Lmc and Loc are the index for Labor from {insert source of Labor index}

Imc and Ioc are the index for [insert input] from [insert source]

(b) For foreign currency

A_F is [insert value]

B_F is [insert value]

C_F is [insert value]

Lmc and Loc are the index for Labor from {insert source of Labor index}

Imc and Ioc are the index for [insert input] from [insert source]

8.2

The Adjudicator is [To Be Advised]. Who will be paid a rate of [To Be Agreed] hour of work. The following reimbursable expenses are recognized: [Transport or fuel costs, meals]

The arbitration procedures of [Zambian Arbitration Rules] will be used

The designated Appointing Authority for a new Adjudicator is [Parties to agree appointing Authority]

SECTION VI. SCHEDULE OF REQUIREMENTS

1.0 The Security Services Contract shall be for 24 months and shall cover the following stations:

LOT 1: LUSAKA PROVINCE

No.	Branch/premises	Guards Day	Guards Night
1	Head office	05	01 Handler + 01 Dog
2	Civic center	01	01
3	Manager's residence	01	01
4	Ministry of Finance	01	-
5	Government Business Center	01	01
6	Manager's residence	01	01
7	Northmead Branch	01	01
8	Manager's residence	01	01
9	Kwacha Branch	02	01 Handler + 01 Dog
10	Kwacha Branch	-	01
11	Manager's residence	01	01
12	City market	01	02
13	Manager's residence	01	01
14	Center Branch	02	02
15	Manager's residence	01	01
16	Premium House	01	01
17	Manager's residence	01	01
18	Sunset stadium	01	01 Handlers + 01 Dog
19	Sunset stadium	-	01
20	Ashy' BP filling station ATM	01	01
21	Chisamba Branch	01	01
22	Manager's residence	01	01
23	Arcades ATM	01	01
24	Kafue Branch	02	02
25	Manager's residence	01	01
26	New Car Park	01	01
27	Social Club	02	02
28	Manda Hill	-	02
29	Avondale	01	02
30	Cairo Rd Business Center	02	01 Handler + 01 Dog
31	Cairo Rd Business Center	-	01
32	General Managers Residence	01	01
33	Lusaka Business Center General Managers Residence	01	01

LOT 2: CENTRAL PROVINCE

No.	Branch/Premises	Day Guards	Night Guards
1	Mkushi	02	03

2	Manager's residence	01	01
3	Kapiri mposhi	02	02
4	Manager's residence	01	01
5	Kabwe Business Center	02	02
6	Manager's residence	01	01

LOT 3: COPPERBELT & NORTH WESTERN PROVINCES

No.	Branch/premises	Day guards	Night guards
1	Chingola	02	02
2	Manager's Residence	01	01
3	Mufulira	02	02
4	Manager's Residence	01	01
5	Ndola Business Center	03	03
6	GM's Residence	01	01
7	Trade Fair Stand	01	01
8	Ndola Industrial	01	01
9	Manager's Residence	01	01
10	Ndola West	01	01
11	Manager's Residence	01	01
12	Luanshya	01	01
13	Manager's Residence	01	01
14	Kitwe Industrial	01	02
15	Manager's Residence	01	01
16	Kitwe Business Center	03	02
17	GM's Residence	01	01
18	CISB Building	03	02
19	Solwezi	02	02
20	Manager's Residence	01	01
21	Kasempa Agency	01	01

LOT 4 : NORTHERN & LUAPULA PROVINCES

No.	Branch/Premises	Day guards	Night guards
1	Mansa	03	03
2	Manager's residence	01	01
3	Kawambwa	02	02
4	Manager's residence	01	01
5	Mpika	01	01
6	Manager's residence	01	01
7	Kasama	02	02
8	Manager's residence	01	01
9	Mpika Boma Agency	01	01

LOT 5: EASTERN PROVINCE

No.	Branch/premises	Day guards	Night guards
1	Petauke	01	01
2	Manager's residence	01	01
3	Lundazi	01	01
4	Manager's residence	01	01
5	Chipata	01	02
6	Manager's residence	01	01
7	Mfuwe	01	02
8	Manager's residence	01	01

LOT 6: SOUTHERN & WESTERN PROVINCES

No.	Branch/premises	Day guards	Night Guards
1	Maamba	01	01
2	Manager's residence	01	01
3	Choma	02	02
4	Manager's residence	01	01
5	Siavonga	01	01
6	Manager's residence	01	01
7	Namwala	01	01
8	Manager's residence	01	01
9	Monze	02	02
10	Manager's residence	01	01
11	Mazabuka	02	02
12	Manager's residence	01	01
13	Livingstone	02	02
14	Manager's residence	01	01

15	Itezhi-tezhi	01	02
16	Manager's residence	01	01
17	Mongu	02	02
18	Manager's residence	01	01
19	Chirundu	01	01
20	Manager's residence	01	01
21	Senanga	01	01
22	Manager's residence	01	01

Lot No. 7**Cash In Transit (CIT)**

No.	Branches/Premises
1	1.Cairo Road Business Centre; 2.Kabwe ; 3.Kwacha 4.Kafue ; 5.Lusaka Business Centre 6.Siavonga; 7.Government Business Centre 8.Mazabuka; 9.Centre Branch 10. Livingstone; 11.Premium 12.Itezhi-Tezhi; 13.Civic Centre 14. Choma; 15. Ministry of Finance 16. Maamba; 17. Manda Hill 18.Namwala; 19.Northmead 20.International Banking; 21.Avondale 22. L/stone Airport Agency; 23.Chisamba 24.Chirundu, 25.kazungula Agency, 26.Kapiri Mposhi; 27.Mkushi (Provinces:Lusaka,Southern, Central)

2	<p>1.Ndola Business Centre; 2.Ndola West; 3.Solwezi; 4.Ndola Industrial; 5.Chingola;6.Mansa 7..Luanshya; 8.Ndola Airport Agency; 9.Mpika Boma Agency 10.Kawambwa; 11.Mufulira12.Nchelenge Agency; 13.Kitwe Business Centre; 14. Kasama; 15. Kitwe Industrial; 16.Mpika; 17.Petauke; 18.Mfuwe 19.Chipata; 20.Chadiza Agency; 21.Lundazi;22.Senanga,23.Kasempa Agency,24.Chadiza Agency.</p> <p>(Provinces:Copperbelt,North-Western,Luapula, Northern,Western, Eastern)</p>
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- Bidders must provide vehicles that meet among other things but not limited to the minimum armouring requirements of Tyre locks,B4,B6 or B+ level of armouring.

Lot 8 . Alarm Systems and Monitoring (Rapid Response)

No.	Description	Branches/ Premises

1	Alarm Systems-Monitoring & Rapid Response - On Lease of the System	1. Lusaka Business Centre 2. the mezzanine; 3.Chief Security officer's office 4.City Market; 5.Ministry of Finance; 6.Kwacha; and 7.Kabwe 8.Chipata 9.Siavonga 10.Chingola; 11.Ndola Business Centre; 12.Ndola West; 13.Kitwe Business 14. Kitwe Clearing Centre; 15.Kitwe Industrial;16.Livingstone;17.Ndola Industrial; 18.Kasama Branch; 19.Kasempa Agency; 20.Social Club showground's Lusaka; 21. Northmead Lusaka; 22.Centre Branch; 22.Manda Hill; 23.Northmead; 24. Premium; 25 .Centre Branch; 26.Cairo Road Business Centre. 27. Civic Center; 28. Government Business Center; 29.Avondale Branch. 30. Lusaka International Airport Agency.
2	Alarm Systems-Monitoring, Rapid Response and maintenance of Existing System	1.Kafue;2.Mazabuka;3.Monze 4.Choma;5.Maamba;6.Namwaala;7.Solwezi 8.Mongu;9.Mansa;10.Kawambwa;11.Petauke 12.Mfuwe;13.Lundazi;14.Kapiri Mposhi;15.Luanshya;16.Mufulira;17.Mkushi 18. Kasama; 19.Mpika; 20.Itezhi Tezhi;21;Ndola West;22.Senanga;23.Mpika Boma Agency.

2.0 The services shall include Security services as enumerated in the price schedule.

3.0 Additional Services

3.1 The contractor may be required to perform additional services beyond those contained in the original specifications. Additional services will be performed subject to a separate agreement between the parties of which the client (Zambia National Commercial Bank Plc) undertakes to issue the contractor with an official order to undertake any additional services indicating whether or not the services required are of a permanent nature.

3.2 The contractor shall carry out the work throughout the week, including Public Holidays and shall be obliged to write an incident reports weekly.

3.3 Bidders are requested to show a price break down clearly per station. All charges shall be VAT inclusive and bidders who do not state so will be assumed to have included same within the rates.

3.4 Bidders are free to quote for any lot or all lots. However, bidders must quote for all items in a lot. The purchaser reserves the right to award the contract for all Lots to one bidder or award contracts to different bidders as he deems fit.

3.6 Must indicate capability of undertaking the provision of the Services to the Bank by 1st January, 2010 for the Lot/s bid for.

3.6 Bidders are required to indicate the regions in which they have offices and list the size of fleet and equipment that they have. An inspection to verify the same may be conducted.

4.0 Uniforms And Clothing

The Contractor is to supply all his staff with clothing of uniform colour and styles. The Bank may propose specific colours or type of uniform for certain areas. This applies to both male and female members of staff. Clothing must be maintained in a neat, tidy and clean condition at all times.

5.0 Required Service Levels

Bidders **must** acknowledge/indicate in their bids, compliance to all the following required service levels:

- ◆ 24 and 12 Hour Guard Coverage as specified
- ◆ 2 shifts Per Day (06:00 hours to 18:00 hours to 06:00 hours) or (06:00 hours to 18:00 hours) as specified.
- ◆ Maintain Occurrence books
- ◆ Control the Flow of Visitors into Bank Properties
- ◆ 24 Hour back-up Support (Armed Rapid Response, etc) as per schedule of requirements.
- ◆ Minimum Response Time of back-up
- ◆ Alert and Good Quality Guards
- ◆ Efficient Controls, and Investigative Capacity
- ◆ Regular Training of Guards on Bank related customer care matters
- ◆ Provide Guard and Dog and Handler duties where necessary
- ◆ Monthly Guard Deployment, Daily situation and Quarterly Operational reports
- ◆ Ability to report occurrences to relevant authorities

Section VII. Security Forms

Annex A Form: Bid Security (Bank Guarantee)

Whereas, *[name of Bidder and in the case of joint venture here should say--- a "joint venture" consisting of--(name of first firm)--, --(name of second firm) --,--(name of last firm) --]* (hereinafter called "the Bidder") has submitted his Bid dated *[date]* for the tender of *[name of Contract]* (hereinafter called "the Bid").

Know all people by these presents that We *[name of Bank]* of *[name of country]* having our registered office at *[address]* (hereinafter called "the Bank") are bound unto name of Employer] (hereinafter called "the Employer") in the sum of *[The Bidder should insert the amount of the Guarantee in words and figures denominated in the currency of the Employer's country or an equivalent amount in a freely convertible currency. This figure should be the same as shown in Clause 16.1 of the Instructions to Bidders]* for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[day]* day of *[month]*, *[year]*.

The conditions of this obligation are:

- (1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 27,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer's having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *[Usually 28 days after the end of the validity period of the Bid.]* days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[signature, name, and address]

Annex B Form (Alternative 2): Performance Bank Guarantee (Unconditional)

To: *[name and address of Employer]*

Whereas *[name and address of Service Provider]* (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Services]* (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Annex B Form (Alternative 3): Performance Bond

By this Bond, *[name and address of Service Provider]* as Principal (hereinafter called “the Service Provider”) and *[name, legal title, and address of surety, bonding company, or insurance company]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name and address of Employer]* as Obligee (hereinafter called “the Employer”) in the amount of *[amount of Bond]* *[amount of Bond in words]* for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the Service Provider has entered into a Contract with the Employer dated the *[day]* day of *[month]*, *[year]* for *[name of Contract]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

Now, therefore, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations there under, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by the Employer to the Service Provider under the Contract, less the amount properly paid by the Employer to the Service Provider; or
- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Service Provider has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this *[day]* day of *[month]*, *[year]*.

Signed by _____

on behalf of *[name of Service Provider]* in the capacity of _____
In the presence of _____
Date _____

Signed by _____
on behalf of *[name of Service Provider]* in the capacity of _____
In the presence of _____
Date _____

Annex C Form: Bank Guarantee for Advance Payment

To: *[name and address of Employer]*

[name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Clause 51 (“Advance Payment”) of the above-mentioned Contract, *[name and address of Service Provider]* (hereinafter called “the Service Provider”) shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee]* *[amount in words]*

We, the *[Bank or Financial Institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[amount of Guarantee]* *[amount in words]*

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed there under or of any of the Contract documents which may be made between *[name of Employer]* and the Service Provider, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Employer]* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

Annexure D Form: Price Schedule

LOT 1: LUSAKA PROVINCE

Item No.	Branch/premises	Guards Day	Guards Night	Unit Price Per Month		Total Amount	
				Day	Night	Day	Night
1	Head office	05	01 Handler + 01 Dog				
2	Civic center	01	01				
3	Manager's residence	01	01				
4	Ministry of Finance	01	-				
5	Government Business Center	01	01				
6	Manager's residence	01	01				
7	Northmead Branch	01	01				
8	Manager's residence	01	01				
9	Kwacha Branch	02	01 Handler + 01 Dog				
10	Kwacha Branch	-	01				
11	Manager's residence	01	01				
12	City market	01	02				
13	Manager's residence	01	01				
14	Center Branch	02	02				
15	Manager's residence	01	01				
16	Premium House	01	01				
17	Manager's residence	01	01				
18	Sunset stadium	01	01 Handlers + 01 Dog				
19	Sunset stadium	-	01				
20	Ashy' BP filling station ATM	01	01				
21	Chisamba Branch	01	01				
22	Manager's residence	01	01				
23	Arcades ATM	01	01				
24	Kafue Branch	02	02				
25	Manager's residence	01	01				
26	New Car Park	01	01				
27	Social Club	02	02				
28	Manda Hill	-	02				
29	Avondale	01	02				
30	Cairo Rd Business Center	02	01 Handler + 01 Dog				
31	Cairo Rd Business Center	-	01				
32	General Managers Residence	01	01				
33	Lusaka Business Center General Managers Residence	01	01				
Sub-Total							
Vat							
Total							
Total Amount- Day and Night VAT Inclusive							
Grand Total (Total Amount -24 Months)							

LOT 2: CENTRAL PROVINCE

No.	Branch/Premises	Day Guards	Night Guards	Unit Price Per Month	Total Amount
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1	Mkushi	02	03	Day	Night	Day	Night
2	Manager's residence	01	01				
3	Kapiri mposhi	02	02				
4	Manager's residence	01	01				
5	Kabwe Business Center	02	02				
6	Manager's residence	01	01				
	Sub-Total						
	Vat						
	Total						
	Total Amount- Day and Night VAT Inclusive						
	Grand Total (Total Amount -24 Months)						

LOT 3: COPPERBELT & NORTH WESTERN PROVINCES

Item No.	Branch/premises	Day guards	Night guards	Unit Price Per Month		Total Amount	
				Day	Night	Day	Night
1	Chingola	02	02				
2	Manager's Residence	01	01				
3	Mufulira	02	02				
4	Manager's Residence	01	01				
5	Ndola Business Center	03	03				
6	GM's Residence	01	01				
7	Trade Fair Stand	01	01				
8	Ndola Industrial	01	01				
9	Manager's Residence	01	01				
10	Ndola West	01	01				
11	Manager's Residence	01	01				
12	Luanshya	01	01				
13	Manager's Residence	01	01				
14	Kitwe Industrial	01	02				
15	Manager's Residence	01	01				
16	Kitwe Business Center	03	02				
17	GM's Residence	01	01				
18	CISB Building	03	02				
19	Solwezi	02	02				
20	Manager's Residence	01	01				
21	Kasempa Agency	01	01				
	Sub-Total						
	Vat						
	Total						
	Total Amount- Day and Night VAT Inclusive						
	Grand Total (Total Amount -24 Months)						

LOT 4 : NORTHERN & LUAPULA PROVINCES

No.	Branch/Premises	Day guards	Night guards	Unit Price Per Month		Total Amount		
				Day	Night	Day	Night	
1	Mansa	03	03					
2	Manager's residence	01	01					
3	Kawambwa	02	02					
4	Manager's residence	01	01					
5	Mpika	01	01					
6	Manager's residence	01	01					
7	Kasama	02	02					
8	Manager's residence	01	01					
9	Mpika Boma Agency	01	01					
10	Subtotal							
11	Vat							
12	Total							
13	Total Amount- Day and Night VAT Inclusive							
	Grand Total (Total Amount -24 Months)							

LOT 5: EASTERN PROVINCE

No.	Branch/premises	Day guards	Night guards	Unit Price Per Month		Total Amount		
				Day	Night	Day	Night	
1	Petauke	01	01					
2	Manager's residence	01	01					
3	Lundazi	01	01					
4	Manager's residence	01	01					
5	Chipata	01	02					
6	Manager's residence	01	01					
7	Mfuwe	01	02					
8	Manager's residence	01	01					
9	Sub-Total							
10	Vat							
12	Total							
13	Total Amount- Day and Night VAT Inclusive							
14	Grand Total (Total Amount -24 Months)							

LOT 6: SOUTHERN & WESTERN PROVINCES

No.	Branch/premises	Day guards	Night Guards	Unit Price Per Month		Total Amount	
				Day	Night	Day	Night
1	Maamba	01	01				
2	Manager's residence	01	01				
3	Choma	02	02				
4	Manager's residence	01	01				
5	Siavonga	01	01				
6	Manager's residence	01	01				

1	<p>1.Cairo Road Business Centre; 2.Kabwe ; 3.Kwacha 4.Kafue ; 5.Lusaka Business Centre 6.Siavonga; 7.Government Business Centre 8.Mazabuka; 9.Centre Branch 10. Livingstone; 11.Premium 12.Itenzi-Tezhi; 13.Civic Centre 14. Choma; 15. Ministry of Finance 16. Maamba; 17. Manda Hill 18.Namwala; 19.Northmead 20.International Banking; 21.Avondale 22. L/stone Airport Agency; 23.Chisamba 24.Chirundu, 25.kazungula Agency, 26.Kapiri Mposhi; 27.Mkushi (Provinces:Lusaka,Southern, Central)</p>		
2	<p>1.Ndola Business Centre; 2.Ndola West; 3.Solwezi; 4.Ndola Industrial; 5.Chingola;6.Mansa 7..Luanshya; 8.Ndola Airport Agency; 9.Mpika Boma Agency 10.Kawambwa; 11.Mufulira12.Nchelenge Agency; 13.Kitwe Business Centre; 14. Kasama; 15. Kitwe Industrial; 16.Mpika; 17.Petauke; 18.Mfuwe 19.Chipata; 20.Chadiza Agency; 21.Lundazi;22.Senanga,23.Kasempa Agency,24.Chadiza Agency. (Provinces:Copperbelt,North-Western,Luapula, Northern,Western, Eastern)</p>		

- **Note: CIT Service to be provided on a 24 months contract.**

Lot 8 . Alarm Systems and Monitoring (Rapid Response)

No.	Description	Branches/ Premises	Amount
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			Rate Per Month Leasing	Rate Per Month Maintenance
1	Alarm Systems-Monitoring & Rapid Response - On Lease of the System	1. Lusaka Business Centre 2. the mezzanine; 3.Chief Security officer's office 4.City Market; 5.Ministry of Finance; 6.Kwacha; and 7.Kabwe 8. Chipata; 9.Siavonga; 10.Chingola; 11.Ndola Business Centre; 12.Ndola West; 13.Kitwe Business; 14. Kitwe Clearing Centre; 15.Kitwe Industrial;16.Livingstone;17.Ndola Industrial;18.Kasama Branch 2.Kasempa Agency;19. Social Club showground's Lusaka; 20. Northmead Lusaka; 21.Centre Branch; 22.Manda Hill; 23.Northmead; 24. Premium; 25.Centre Branch;26.Cairo Road Business Centre;27.Civic Center; 28.Government Business Center;29.Avondale Branch; 30.Lusaka International Airport.		
2	Alarm Systems-Monitoring, Rapid Response and maintenance of Existing System	1.Kafue;2.Mazabuka;3.Monze 4.Choma;5.Maamba;6.Namwaala;7.Solwezi 8.Mongu;9.Mansa;10.Kawambwa;11.Petauke 12.Mfuwe;13.Lundazi;14.Kapiri Mposhi;15.Luanshya;16.Mfulira;17.Mkushi 18. Kasama; 19.Mpika; 20.Itezhi Tezhi; 21. Ndola West; 22.Senanga; 23.Mpika Boma Branch.		

Note:

- Bidders **must** indicate whether the amount is inclusive of VAT or not.
- The successful Bidder shall be required to install transmitters for leasing by the Bank by 1st January 2010.
- Maintenance applies to sites under item No.1 in the table above.
- Spares to be paid for at cost for maintenance of the Alarm Systems on maintenance.
- The Bank reserves the right to graduate any or all alarm systems from maintenance to Lease and vice versa.
- All prices have to be indicated as stipulated in the price schedules above.
- The Bank reserves the right to award the contracts on the basis of technical responsiveness and the most economic combination on lot by lot basis or any other combination deemed convenient to the Bank.